



**MIAMI-DADE COUNTY
PUBLIC HOUSING AGENCY**

**DOCUMENT 00800
SPECIAL CONDITIONS**

March 4, 2010

PART 1 GENERAL.

1.01 Document 00800, Special Conditions, herein modifies and is complementary (in addition to) the General Conditions.

1.02 INTENT OF CONTRACT.

- A. The Architect and/or Engineer (A/E), or MDPHA when applicable, has prepared Contract Documents, generally describing the work of the project. From the Contract Documents, applicable codes, the Contractors knowledge and experience, good construction practice, Record and/or As-Built Documents Contractor's site visit and information gathered by the Contractor or required from agencies having jurisdiction, etc., the contractor shall determine and implement all requirements of the project. Prior to submitting a bid, the Contractor shall carefully review the Contract Documents, Record and/or As-Built documents, surveys, verify field conditions and accuracy of documentation provided, conduct investigations, tests and prepare other documentation to the degree that it deems necessary to allow the Contractor to provide a bid in full compliance with all requirements of the Contract Documents. The Contractor shall provide all required services to deliver a completed project in accordance with all requirements of the Contract Documents, MDPHA and other agencies having jurisdiction. During the bid period, Contractor shall visit the site to become fully familiar with the existing field conditions and the scope of work to be performed. Notice of any conflicting information in the Contract Documents and/or questions which would affect the cost or schedule of the project, shall be forwarded in writing to the A/E for clarification. Items not brought to A/E's attention during the bidding period shall be considered accepted by the Contractor as having no impact on cost or schedule. After award, the Contractor shall submit documentation in a manner and format as described in the Contract Documents for review by the A/E, Owner and others having jurisdiction. Submittals shall be forwarded in a manner as described in Contract Documents or as otherwise required by A/E and Owner. Items of the work verified by Contractor in the field or requiring engineering by the Contractor shall be indicated on shop drawings/submittals. The Contractor shall obtain all required permits and other appropriate approvals for construction. During construction, Contractor shall cooperate and coordinate with MDPHA, A/E, and agencies having jurisdiction. Contractor shall correct all deficiencies noted by these entities during the construction process, in addition to conducting its own inspections and quality control programs and correcting its work accordingly. Once construction is completed, Contractor shall further provide other any related services required for final completion, close out and warranty of the project.
- B. Refer to Contract Documents in their entirety for Scope of Work. All work shall be in accordance with Contract Documents, applicable codes and agencies having jurisdiction. When the terms; construct, build, provide, related work, the work, scope of work, other work, replace, demolish, remove, remodel, renovate, correct, modify, relocate, connect and/or the like, are used in the Contract Documents; it shall include all work required to provide a complete, fully finished and proper construction for fully operational buildings, facilities, improvements, equipment, components, assemblies, installations, systems and/or items of the work, for their intended use, without

exclusions or qualifications. All related work required to accommodate the work of this project shall be included whether shown or not shown.

- C. It shall be the responsibility of the Contractor to correct any and all damages to the property caused by the contractor identified at any time, at no extra cost to Miami-Dade County.
- D. The Contractor shall follow the procedures/requirements as noted in Contract Documents. Owner and A/E reserve the right to vary the format, submittals and/or specific information and/or approvals required in accordance with what Owner and A/E deem necessary to meet project requirements.
- E. Prior to installation of any equipment and/or components; lay out equipment and components in the field to confirm there are no conflicts in placement/location. Review with A/E any equipment and/or component requiring relocation to avoid conflicts.
- F. The Contractor shall provide any engineering required beyond was indicated in the Contract Documents and submit with shop drawings/submittals.

1.03 TIME FOR COMPLETION.

- A. The total project work to be performed under this contract **shall commence no later the issuance of the Notice to Proceed and Authorization to Occupy the Project Site [Document 00905] (NTP) issued by the County.** The contractor shall submit plans and all necessary documents for permits no later than 14 calendar days from the date of the pre-construction meeting. In addition, the contractor shall forward plans to the Building Department and any other agencies having jurisdiction and shall address plan review comments within fourteen (14) calendar days of receiving said plan review comments. **The NTP shall be issued for commencement the same date as the approved permit date and all work shall be finally completed within _____ calendar days after issuance of NTP.**

1.04 DELAYS, COMPENSATION AND LIQUIDATED DAMAGES.

- A. The Contractor acknowledges that no claim for damages, or any claim other than for an extension of contract time, shall be made or asserted against the Owner by reason of any delays.
- B. The Contractor shall not be entitled to an increase in the contract sum, and/or payment and/or compensation of any kind from the Owner for direct, indirect, consequential impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delays, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, avoidable or unavoidable, foreseeable or unforeseeable; provided, that this provision shall not preclude recovery of damages by the contractor for hindrances or delays due solely to fraud or active interference on the part of the Owner or its agents. Otherwise, the contractor shall be entitled only to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided herein.
- C. The Owner can assess liquidated damages to the contractor at the rate of **\$ 200.00 per calendar day**. This amount will be deducted from the Contract Sum for each calendar day of Contract time overrun.

1.05 INDEMNIFICATION AND HOLD HARMLESS.

- A. The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the Contract by the contractor or its employees, agents, servants, partners, principals or subcontractors. The contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

1.06 PAYMENT PROVISIONS.

- A. The Contractor and MDPHA acknowledge that payments shall be in accordance with Prompt Payment Ordinance No. 94-40. The contractor further acknowledges that it shall review said ordinance for familiarity with its requirements and provisions.

1.07 BID CONSIDERATIONS.

- A. All work of the Contract Documents, including but not limited to its requirements, standards, codes, schedules, milestones, phasing, restrictions, staffing, all cost and escalation, construction and related services, construction means and methods access to project site, existing conditions, and/or the like, required by Contractor to accomplish all the work described in the Contract Documents, shall be considerations of the bid which the Contractor shall incorporate into its bid prior to submission.
- B. Refer to Contract Documents in their entirety for work required prior to submission of bid.
- C. Deductive or additive Alternates (when applicable) shall be deducted or added by the Contractor from the Base Bid for each item noted in the contract documents.

1.08 EXISTING CONDITIONS AND DOCUMENTATION / UTILITIES COORDINATION / REMOVALS AND REPAIRS.

- A. Contractor shall coordinate the location of existing utilities/facilities and required hookups to new construction. Record drawings and/or other available documentation provided by A/E, MDPHA or others, may show the general locations and approximate dimensions of existing utilities/facilities but are diagrammatic in nature and not intended to show exact locations, sizes or all details or condition of the existing utilities/facilities. Special care shall be taken by the Contractor in locating all existing utilities prior to proceeding with the work and providing for their protection during construction activities. All underground utilities in the areas where construction is to be provided shall be investigated, located, marked and dug-out prior to beginning any work. The Contractor shall verify, on-site, that there are no conflicts between the locations of existing utilities that are to remain and the corresponding locations of the work indicated in the Contract Documents.

- B. The Contractor shall make it's own investigation to determine the accuracy of all documentation provided, location and condition of existing utilities, connection points and other work required to meet requirements of the Contract Documents.
- C. Contract Documents and/or other Drawings which indicate existing conditions may not show removals, relocation, repairs and other work required to accommodate the work of this project. All removals and/or other work required to accommodate the work of this project shall be included whether shown or not shown.
- D. Provide right-of-way, pavement and other similar restoration as required by agencies having jurisdiction.
- E. Prior to submission of bid, for work which includes doors, windows, louvers, and/or the like, contractor shall confirm the field conditions for all existing door, window and any openings/penetrations to receive new doors, windows, louvers, etc. and compare with work indicated in the Contract Documents. Confirm size of openings, block-up required to receive new doors, windows, widths adjacent to openings and any other items as may be required to accommodate new work. Incorporate in bid, and show on shop drawings, any adjustments required by field conditions investigations conducted by Contractor and indicate revisions required to best address field conditions and the new work to be provided.

1.09 REVIEW OF CONTRACTOR'S RECORDS.

- A. The Contractor shall allow the Owner's duly authorized representatives to inspect all payroll records, invoices for materials, books of account and other relevant records that Owner considers pertinent to the Contract.

1.10 CONTRACTORS' EMPLOYEE PARKING.

- A. Automobiles of all contractor's personnel shall be parked in an area that does not restrict normal Occupants and Owner use of the site, nor create a traffic hazard nor conflict with adjacent contractor's work, contractor's personnel automobiles shall not be parked in existing resident or Owner's parking lot, unless authorized in writing by site manager.

1.11 RESIDENT COORDINATOR (WHEN APPLICABLE).

- A. When applicable and requested by MDPHA, the Contractor shall secure the services of a responsible Resident of the development where the work is being performed to act as a coordinator between the Residents located within the contract site and the Contractor. This Resident coordinator must be a legal occupant of a building located within the contract site.
- B. The Occupant coordinator shall be paid hourly at the prevailing minimum wage rate in accordance with U.S. Department of Labor. Resident coordinator shall be hired for a minimum of 10 hours per week and a maximum of 40 hours per week for the duration of the Contract.
- C. MDPHA shall assist the Contractor in securing the services of Resident coordinator. However, MDPHA shall not be held responsible for coordinator's performance.

1.12 COMMUNICATIONS.

- A. All notices, demands, requests, instructions, approvals, claims or the like, (herein notices) shall be provided in writing to A/E and MDPHA.

- B. Any notice or the like, to Contractor, shall be considered sufficiently given, if delivered at the Office of the Contractor whose address is as stated on the signature page of the contract (or such other office as he may have been subsequently designated in writing to the MDPHA, or deposited in the United States Mail in a sealed postage-prepaid envelope or if delivered with charges prepaid to any company for transmission, in each case addressed to such office).
- C. All notices required to be delivered to the MDPHA shall, unless otherwise specified in writing to the Contractor, be delivered to the **Miami-Dade Public Housing Agency, Facilities Section, 701 NW 1st Court, 16th Floor, Miami, Florida 33136**, and any notices upon MDPHA shall be sufficiently given if so delivered, or postage-prepaid to any company for transmission to Miami-Dade Public Housing Agency at above address.

1.13 ADDENDA.

- A. Addenda shall supersede those documents for which Addenda was issued. Subsequent Addenda supersede prior Addenda to the extent described.

1.14 SUPPLEMENTAL MATERIALS OR MANUFACTURED PRODUCTS.

- B. Supplemental materials or manufactured products that are necessary to comply with the intent of the Contract Documents, but are not noted or described, shall be provided as required to complete the installation at no additional cost to the MDPHA.

1.15 PRODUCT AND REFERENCE STANDARDS.

- A. When descriptive catalog designations, including manufacturer's name, product brand name, or model number are referred to in the Contract Documents, such designations shall be considered as being those found in industry publications of current issue at the date of the first Invitation to Bid.
- B. When standards of the Federal Government trade societies, or trade associations are referred to in the Contract Documents by specific date of issue, these shall be considered a part of this Contract. When such references do not bear a date of issue the current published edition at the date of the first Invitation to Bid shall be considered as part of this Contract. Suppliers or associations referred to in the Contract Documents unless specifically required to be within a section description.
- C. Construct project with minimal impact to existing facilities.
- D. Maintain existing operations, services and traffic flow (including parking service, etc.) during construction.
- E. Maintain safe, convenient and code compliant access to new and/or existing facilities during construction.

1.16 NON-COMPENSABLE DELAYS AND TIME EXTENSIONS.

- A. Some delays may not be the fault of either the contractor or MDPHA. These are non-compensable delays.
 - 1. If the delay is a non-compensable delay the contractor shall not be monetarily compensated by MDPHA for delay if the delay in completing the work arises from unforeseeable causes beyond the control and without fault or negligence of the

MDPHA. Examples of non-compensable delays include but are not limited to:

- a. Acts of God.
 - b. Acts of MDPHA or other government entities in either their Sovereign or contractual capacity.
 - c. Fires.
 - d. Floods.
 - e. Epidemics.
 - f. Quarantine restrictions.
 - g. Strikes.
 - h. Freight embargoes.
 - i. Unusually severe weather beyond ten (10) calendar days. Contractor shall assume and incorporate into its bid and schedule ten (10) calendar days of severe weather during the contract period. Requests for extension of time may only be submitted if there are severe weather delays of more than ten (10) days during the contract period. Request for time extension may be submitted beginning with day eleven (11) of severe weather within the contract period and shall include appropriate documentation for all weather delay days including initial ten (10) calendar days.
 - j. Unforeseen underground conditions which could not have reasonably been discovered from site visits, etc.
 - k. Unforeseen hidden conditions which could not have reasonably been discovered from site visits, etc.
 - l. Discovery of unknown hazardous materials such as asbestos, lead, radon gas which could not have reasonably been discovered from site visits, etc.
2. The Contractor, within 10 days from the beginning of any delay, shall provide a notice of delay to A/E and MDPHA with reasons and back-up documenting each delay. Failure to provide a notice of delay shall indicate a waiver by the contractor for claiming of said delay at a future date, unless considered by Owner to be a special circumstance where notice could not have been given. Owner may request any back-up which it deems appropriate as required for justification of any requested delays.

1.17 INSURANCE REQUIREMENTS.

A. Refer to General Conditions, HUD Form 5370, for insurance requirements.

B. MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE OF CONTRACT MUST APPEAR ON EACH INSURANCE CERTIFICATE.

For this solicitation: Contract Number: CICC 7360-0/08.

Title: Miscellaneous Construction Contract.

1.18 SLOPED SHINGLED ROOFING.

A. Warranty

1. Shingles shall be rated/warranted for a minimum of 130mph winds, and contain a Manufacturer's Labor and Material 15-year prorated warranty and a minimum 5 year Workmanship Warranty.

B. Testing

1. If requested by the MDPHA, the contractor shall, upon completion of a shingle re-roofing project, perform a "roof wetting" procedure to detect any possible leaks, at no additional cost to MDPHA.

2. This procedure shall entail the connection of sprinkler(s) to a water hose, and placement of the sprinkler(s) on top of the shingled roof. The objective is to resemble an actual rain fall condition; therefore all areas of the roof shall receive the water spray. The passive sprinkler spray shall not force water horizontally or down unto the roof shingles, but rather the non-moving sprinkler head shall spray water up to enable the water to fall unto the roof simulating rain.
3. This procedure shall be started in the morning, during regular working hours and proceed for several hours, in order to reveal any leaks which may arise. Although the Contractor is solely responsible to inspect for possible leaks arising from this test, notification shall be sent to the building occupants (if any) with instructions indicating to whom they should report any water leaks or wet marks on ceilings/walls.
4. If any leaks are discovered, the contractor shall promptly repair them at no additional cost to MDPHA.

1.19 MINIMUM SLOPED ROOFING.

A. Warranty

1. Manufacturer's 20-year, no dollar limit, no penal sum, full-system warranty on labor and materials.

B. Minimum Slope Roof

1. Roofing contractors must be in business for a minimum of 3 years, and able to provide the specified manufacturer's warranty (see Warranty section) for labor and material. Before award, bidders shall provide correspondence from the roofing system manufacturer 1) Attesting to the roofing contractor's manufacturer's certification to install this type of roof and provide the required warranty, and 2) Notice of Intent to Warranty from the manufacturer for the specific roofing job being performed.

C. Submittals

1. Contractor shall submit shop-drawing details approved by the manufacturer's technical department, for approval by consultant and/or MDPHA before installation.

1.20 ASBESTOS - CONTAINING MATERIALS.

- A. No Asbestos-containing materials (A.C.M.) shall be utilized in the execution of this Contract.

1.21 DISPOSAL OF REMOVED EQUIPMENT OR MATERIALS.

- A. It is the responsibility of the contractor to dispose of removed equipment or materials in accordance with Contract Documents, at no additional cost to the owner.
- B. Disposal of materials shall not be done in MDPHA or any other container. Contractor shall dispose in its own container.

1.22 SHOP DRAWINGS AND FIELD VERIFICATION OF DIMENSIONS.

- A. Shop drawings shall be reviewed by the A/E and/or MDPHA (when applicable) for design intent only. It is the responsibility of the contractor to field-verify all dimensions prior to ordering / installing any materials. The contractor shall incur all costs to rectify measurement errors due to lack of field-verification of sizes, dimensions or the like.

1.23 VIDEO TAPE.

- A. The Project Manager in charge of the project(s) shall make a determination as noted below, whether a video tape of the existing conditions is necessary. If required, the contractor shall make a narrated video tape of the worksite (in the presence of the MDPHA Project Manager), before commencing the work, and provide a copy of this video to MDPHA Project Manager.

Video tape will be required X Video tape will not be required .

1.24 WORK OCCURRING IN RESIDENT-OCCUPIED APARTMENTS.

- A. When the scope of work includes resident-occupied apartments, all work shall occur on Monday through Friday, unless the MDPHA Project Manager approves work activity during the weekend.
- B. The contractor is responsible for the means utilized to complete the scope of work; however when work is performed inside resident-occupied apartments, the contractor shall limit work hours from 8:00 A.M. to 5:00 P.M.
- C. The contractor shall coordinate the work schedule with MDPHA Project Manager to arrange a temporary evacuation of occupied apartments, during work hours only, whenever there are utility interruptions, excessive dust, and noise that will seriously affect the well-being of the occupants. The contractor shall provide sufficient work force to complete the designated scope of work within the time specified above.
- D. The contractor shall make each apartment habitable at the end of each workday to allow residents to return to their apartments from 5:00 P.M. to 8:00 A.M. The contractor shall be responsible for any resident accommodation costs due to contractor's failure to make apartments habitable at the end of each workday. Cost of resident accommodation shall not exceed \$100.00 per night per apartment.
- E. Resident accommodation requirements and schedule will be discussed with the MDPHA Construction Manager at the Pre-construction Meeting.
- F. Where residents occupy apartments in which windows are being replaced, the contractor shall remove and completely install new windows on the same day. At no time shall windows be boarded up or left partially installed overnight.

1.25 WORK REQUIRING UTILITY SHUT-OFF TO OCCUPY BUILDINGS.

- A. On all projects involving utility shut-offs of 4 hours or more (Not temporary shut-offs less than 4 hours), the contractor shall perform the work as follows:
 - 1. On residential developments utilities shall not be shut off between the hours of 6 a.m. and 10 p.m. Shut-off shall occur only after 10 p.m., with utilities restored by 6 a.m.
 - 2. For office spaces utilities may be shut off after 5:00 p.m. and restored by 6 a.m.

1.26 HVAC INSTALLATIONS.

On projects involving HVAC installation, all existing light fixtures, smoke detectors, and any other device interfering with the installation of duct work soffit/fur-down shall be relocated underneath the soffit as approved by MDPHA Construction Manager (or as otherwise indicated on bid documents), at no additional cost to MDPHA.

1.27 SUBSTANTIAL COMPLETION TEST AND ADJUSTMENT.

- A. Before Substantial Completion inspection, test and adjust performance of every system, equipment, and items of Work to ensure that overall performance is in compliance with terms of the Contract Documents and functions properly and for its intended use. Provide system certifications as required and applicable to scope of work including but not limited to; Building envelope, Test and Balance, P.A. system, Fire Alarm system and as required by other sections of Contract Documents.

1.28 GOVERNMENTAL AGENCY COORDINATION, REVIEWS AND APPROVALS.

- A. It shall be the responsibility of the contractor to determine those agencies, other than MDPHA, having jurisdiction over the project, verifying their requirements, providing appropriate submittals and documentation as may be required by said agencies for approvals and meeting and/or otherwise cooperating with said agencies to expedite and obtain approvals for the project. These may include, but are not limited to; dry-run permitting, applications required for permitting, delivery/pick-up of documentation, walk-thru of applications and documentation, final permitting, as-built and close-out documentation requirements, etc.

1.29 COORDINATION AND VARIANCE TO DOCUMENTS.

- A. The Contract Documents are complementary and what is required by one shall be as binding as required by all. Contract Documents shall be coordinated in their entirety. Where variances occur between Contract Documents or within the document itself, the item or arrangement of better quality, greater quantity, higher cost or most stringent requirement shall be included in the Bid.
 - 1. If any such variances occur in the Contract Documents, notify A/E and Owner for interpretation or decision before proceeding with the work.

1.30 REFERENCED AND APPLICABLE CODES AND CONTRACT DOCUMENTS.

- A. When a specific code, section or paragraph, etc. is cited in the Contract Documents, including addenda, it shall not be to the exclusion of any other code or any other specific requirement within that code or the Contract Documents.

1.31 CLARIFICATION / REFERENCES.

- A. Wherever references to codes or tests appear, it shall mean the latest applicable edition of that code or test as of the date of the building permit.
- B. Wherever references to Owner, MDPHA, and/or the like are made within the Contract Documents, it shall mean Miami-Dade Public Housing Agency.

1.32 SUBSTITUTIONS.

- A. In those instances where the specifications indicate that an "or equal product can be submitted for evaluation, the following shall apply".

- B. To maintain quality control criteria, requests for approval to substitute an “equal” product to the specified product shall comply with the Contract Documents and shall be submitted in writing, listing all Contract Documents requirements, deviations from requirements, and resulting differences. Present complete submission in a side-by-side comparison which additionally and specifically cross-references all applicable specifications and other Contract Documents, with the proposed product substitution. Lack of request for approval of any proposed deviations constitutes acceptance by the Contractor that all materials shall be provided in accordance with the Contract Documents. The Owner and A/E reserve the right to reject any product submission which in their opinion fails to meet the submittal process without further review or consideration.

1.33 REQUEST FOR INFORMATION (RFI'S) DURING CONSTRUCTION.

- A. Prior to submitting Request for Information (RFI) to A/E and/or MDPHA during construction, Contractor shall:
 - 1. Carefully review Contract Documents to verify that the item is not already covered in the Contract Documents.
 - 2. Verify field conditions and lay-out in field to confirm condition and avoid conflicts, prior to forwarding RFI.
 - 3. Evaluate potential solutions consistent with the intent of the Contract Documents and include with RFI.
 - 4. Include any additional pertinent information including applicable cross-references to Contract Documents, codes, and/or the like.
 - 5. The work of the Contract Documents shall be carefully evaluated by the Contractor well in advance of the work being performed in the field so that RFI's do not become a critical path item.
 - 6. MDPHA reserves the right to back-charge the Contractor for RFI's forwarded to the A/E and MDPHA which are addressed in the contract documents or are not in accordance with above requirements.

1.34 CHANGE PROPOSAL ORDER (CPO), CHANGE ORDERS, ETC.

- A. Prior to submitting a CPO, or any other cost-related request to the A/E and MDPHA, for work which is additional to the work indicated in the Contract Documents, Contractor shall:
 - 1. Carefully review Contract Documents to verify that the item is not already covered in the contract documents.
 - 2. Verify field conditions and lay-out in field to avoid any conflicts, prior to forwarding CPO.
 - 3. Evaluate potential solutions consistent with intent of the Contract Documents and include in CPO.
 - 4. Include any additional pertinent information including applicable cross-references to Contract Documents, codes, and/or the like.

5. Provide a detailed explanation of work to be performed (including drawing, sketch or as-built when applicable) and a detailed breakdown of costs.
 6. Provide a cost analysis for the item being submitted, including comparison to unit price of initial bid for similar work.
 7. Provide explanation for cost differential, if any, for unit price between Bid and CPO.
 8. Provide a written recommendation by the Contractor, including that the work has been carefully evaluated as noted above and a verification by Contractor that the costs are appropriate for the scope of work.
- B. MDPHA reserves the right to back-charge Contractor for CPO's forwarded to the A/E and MDPHA which are addressed in the Contract Documents or are not in accordance with above requirements.

1.35 CONTRACT DOCUMENTS AND CONTRACTOR'S CONTRACT.

- A. If there are requirements in the work which do not have corresponding technical specification within the Contract Documents, Contractor shall not assume that the work is not included but rather that the work is included and the contractor shall use the latest AIA Master Specifications sections indicating similar or superior quality applicable to the requirements of the work, unless otherwise advised by A/E and Owner.
- B. Contractor shall comply with requirements as noted in its contract with Owner.

1.36 NEIGHBORHOOD CONSIDERATIONS.

- A. If required by Owner, cooperate with A/E and MDPHA in addressing, documenting and response to Community related issues. All contacts with Community groups shall be through MDPHA.
- B. In addition the requirements stated above, additional requirements and objectives for a project site include;
1. Provide the utmost safety considerations while construction is on-going for both pedestrians and traffic in and around the project site.
 2. Maintain the Owner's operation with minimum impact to activities, traffic and pedestrian flow.
 3. Minimize impact to neighboring communities around the project, be aware of any inconveniences which may arise with the neighborhood communities and take action to resolve these issues.
 4. Coordinate any impacts with appropriate agencies and coordinate and obtain appropriate approvals when required.

1.37 NOISE AND DUST.

- A. The Contractor shall coordinate the work of high-noise impact construction with the A/E and MDPHA, to minimize impact to residents and development activities.
- B. Contractor shall minimize airborne dust.

1.38 SAFETY / MEANS AND METHODS FOR CONSTRUCTION.

- A. The Contractor shall be solely and fully responsible for and have control over and charge of construction means, methods, techniques, sequences or procedures, or for safety precautions in connection with the work. The Contractor shall be responsible for and have control over and charge of Contractor's employees or agents, subcontractors, or their agents or employees, or any other persons performing portions of the work.

1.39 A/E AND OWNER INFORMATION.

- A. The Contractor shall keep the A/E and MDPHA informed of construction activities and their impact on operation of existing facilities and the project, on a regular and continuing basis. Appropriate notices to A/E and MDPHA shall be provided with sufficient time to review operational impacts which may arise.

1.40 PUNCHLISTS, FIELD REPORTS, WARRANTY NOTICES, ETC.

- A. Provision of field reports, punchlists, warranty Notices and/or other documentation provided by the A/E, Owner and others to Contractor, shall not relieve the Contractor from curing all deficiencies and providing all work in accordance with the Contract Documents, applicable codes and requirements of agencies having jurisdiction, whether or not deficiencies are noted, or not noted, on documentation provided by A/E, Owner and others. During the progress of the work and subsequently in the Warranty period, Contractor shall maintain a detailed list, in format acceptable to A/E and Owner, to properly track all deficiencies noted by A/E, MDPHA, etc., and shall include inspector / entity, inspection date, deficiency description and reference, reinspection date / sign-off, deletion of deficiency from inspectors report, etc. If required by A/E or Owner, Contractor shall respond to all deficiency items in writing verifying action taken, dated performed, etc. and shall coordinate with A/E, MDPHA, and others as required.

1.41 CONTRACTOR'S AND A/E'S / QUALITY CONTROL AND QUALITY ASSURANCE.

- A. Provision of construction administration, field observation visits and reports, inspections and/or other services provided by the A/E, Owner and others, shall not relieve the Contractor for providing it's own Quality Control and Quality Assurance programs and any other services required to properly coordinate and fully execute construction and all related work in compliance with Contract Documents.